



NEW WESTMINSTER

TENDER NUMBER: **NWIT-17-41**

PROJECT TITLE: **Unit Heater Replacement Project**

PROJECT LOCATION: Engineering Operations
901 First Street
New Westminster, BC

BID DUE: **3:00 PM (Local Time) on Tuesday, December 5, 2017**

MANDATORY
BIDDERS MEETING: **9:00 am (Local Time) on Wednesday, November 22, 2017**
Engineering Operations - meet at main office
901 First Street
New Westminster, BC

DATE: November 14, 2017

CITY OF NEW WESTMINSTER
511 Royal Avenue
New Westminster, BC
V3L 1H9

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1.0 Description of Work

- 1.1 Provide all labour, materials, plant, and equipment necessary to replace Unit Heaters In Workshop Areas, as specified in the Tender Documents, General Requirements, Drawings and Specifications.
- 1.2 This work will involve removing existing unit heaters and installing new high efficiency unit heaters located in workshop areas as outlined in the specifications and drawings accompanying this tender.
- 1.3 The work must be coordinated in a manner that will minimize disruption of heating to the shops while the work is being performed.
- 1.4 The sole approved contractor for the roof sealing work is Design Roofing, and they have been advised of the project. Contact Duncan Campbell @604-944-2977.
- 1.5 A hazardous building materials assessment of the work zones must be completed by the contractor before the work is started and as follows:
 - a) This work will be by “**Cash Allowance**”.
 - b) The sole approved vendor for this work: Shield EHS Solutions Ltd
 - i) Contact Greg Tan by phone at 604-218-5950.
 - ii) No substitutions or alternates permitted.
 - c) The city intends that the Contractor will use the hazardous building materials assessment to help ensure appropriate safety precautions are utilized while performing the work specified in this tender and to ensure safe handling and disposal of any hazardous materials that may be affected by the work or removed.
 - d) All work involving hazardous materials must be in accordance with applicable regulatory and WorkSafe BC requirements.
 - e) The contractor must provide a copy of the hazardous materials assessment in electronic (Adobe PDF) format to the City upon completion of project work.

2.0 Owner

- 2.1 The owner is the City of New Westminster, 511 Royal Avenue, New Westminster, BC, V3L 1H9, herein after referred to as the “City”.

3.0 Submission Of Tender

- 3.1 Bidders shall submit the Tender on the enclosed Bid Form in a **sealed** envelope, clearly marked **NWIT-17-41 Unit Heater Replacement Project**.
- 3.2 The completed Tender shall be submitted to:
Information Desk – City of New Westminster
City Hall, 511 Royal Avenue
New Westminster, BC, V3L 1H9
Attention: Purchasing Manager
- 3.3 The City shall receive Tenders at the location specified in 3.2 above, prior to **3:00 PM (Local Time) on Tuesday, December 5, 2017.**

- 3.4 Bidders shall submit the Bid Form with all blank spaces filled in. Alterations, qualifications, or omissions to the Bid Form may render the Bid liable for rejection by the City. The Bidder shall initial any erasures or corrections to the entries on the Bid Form.
- 3.5 The City does not accept facsimile, electronic mail, or other unsealed Bids.
- 3.6 The official time will be that on the clock located at the Information Desk. The City **will not** accept late submissions.
- 3.7 The City will not open this Tender in public.

4.0 Addenda

- 4.1 Should addenda to the Bid Documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Bid Closing date and time.
- 4.2 Bidders are responsible for checking the City's website for any addenda or other information relating to this Invitation to Tender.
- 4.3 All Addenda become part of the Contract Documents. Bidders should include adjustment costs in the Bid Price.
- 4.4 Failure to acknowledge any Addendum may result in the disqualification of the Bidder.

5.0 Living Wage Policy

- 5.1 Effective January 1, 2011, the City of New Westminster became a "Living Wage Employer". As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2017 for the Lower Mainland is \$20.62, assuming no benefits are provided by the employer.
- 5.2 In order to determine an employee's hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility
<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>
- 5.3 The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**
- 5.4 In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.
- 5.5 Please review the City's [Living Wage Page](#) for further information.

6.0 Good Neighbour Protocol

- 6.1 This policy is for City-led construction projects and works. The [Good Neighbour Protocol](#) (GNP) provides guidelines to minimize construction related impacts to residents and businesses.
- 6.2 The successful contractor will be required to adhere to the Good Neighbour Protocol.
- 6.3 Please review the City's Good Neighbour Protocol for further information
http://www.newwestcity.ca/database/files/library/Good_Neighbour_Protocol_External_Dec_2015.pdf

7.0 Acceptance Of Bid

- 7.1 The City is not obligated to accept the lowest or any tender and may reject all bids.
- 7.2 The City may waive any non-compliance with the Bid Documents.
- 7.3 The City may, prior to contract award, negotiate changes to the scope of work with the lowest qualified bidder to meet budgetary limitations without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.
- 7.4 Bids shall remain open for acceptance by the City for a period of sixty (60) days from the closing date.

8.0 Revision Of Bid

- 8.1 A Bid Form already delivered to the City may only be revised in the manner described below and, to qualify, the revision must be actually received by the City at the address given herein prior to the time and date specified for the closing of this Tender.
- 8.2 Bidders shall submit written Bid Revisions only in a sealed envelope. The Bidder may revise only the Bidder's entries on the delivered Bid Form.
- 8.3 The City **will not** accept revisions of Bids by facsimile or email.

9.0 Evaluation Of Bids

- 9.1 The City will review and evaluate all valid submitted bids. The City will evaluate Bids based on the Offer Price and References.

10.0 Knowledge Of Site And Work

- 10.1 Bidders shall visit the site of the work and make allowances in their bids for such conditions as in the sole opinion of the bidder are warranted. The City makes no representation or warranty as to the conditions of the site.

11.0 Documents Required Of The Successful Tenderer

- 11.1 Within seven (7) days of acceptance of the Bid by the City and prior to the work starting, the Contractor shall provide some or all of the following documents and/or requirements to the City:
- a) Certificate of Good Standing from WorkSafe BC;
 - b) Proof of Insurance as required under the CCDC Contract General Conditions, the CCDC -41, and the Supplementary General Conditions of this tender OR
 - c) Names of all Subcontractors and description of the work to be performed by them, or confirmation that no Subcontractor will be involved in this project;
 - d) Written assurance of sufficient manpower in your employ to fulfil satisfactorily this Contract;
 - e) Proof of a valid City of New Westminster or MetroWest Inter-Municipal Business License;
 - f) A Construction Schedule as required under the CCDC Contract General Conditions.

12.0 Permits

- 12.1 All non-road diesel powered equipment that is 25 hp (19 kw) or greater must comply with Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No. 1161, 2012 (the Bylaw). The Bylaw requires owners or operators of Tier 0 and Tier 1 non-road diesel engines to register, label, and pay fees in order to operate within Metro Vancouver. Please advise what Engine Tier your proposed equipment meets and if it complies with Metro Vancouver's Bylaw. Provide the engine registration number issued by Metro Vancouver if applicable. The City, at its discretion, may give preference to equipment that meets higher emission standards. To register your equipment call Metro Vancouver for assistance at 604-451-6655 or visit www.metrovancouver.org/nonroaddiesel
- 12.2 The Contractor shall apply and pay for all permits required, by authorities having jurisdiction, to carry out the work. The City will apply for and pay for the building permit.

13.0 Pricing Requirements

- 13.1 All prices shall be firm and shall include the cost of labour, materials, equipment, permits, transportation, services, fuel charges, and all Federal and Provincial taxes in force as of the date of submission of the offer, except that the Goods and Services Tax (GST) shall be excluded from the price.

14.0 Queries

- 14.1 The City requests Bidders to advise the City of any errors, conflicts, or omissions in the Bid Documents, prior to Tender closing, so the City may issue an addendum.
- 14.2 After the Bid is accepted, bidders shall abide by the City's decision in the correction of previously unidentified obvious errors, conflicts, or omissions.
- 14.3 Address all queries or requests for additional information to:
Heather Rossi, Purchasing Department
City of New Westminster,
E-mail: nwpurchasing@newwestcity.ca

- 14.4 The City cautions Bidders that information obtained from any other source is not official and may be inaccurate.
- 14.5 The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section.

15.0 Mandatory Bidders' Meeting

- 15.1 The City has arranged a **Mandatory Bidders' Meeting** on **Wednesday, November 22, 2017 at 9:00 am** at Engineering Operations - meet at main office, 901 First Street, New Westminster.
- 15.2 To be eligible to submit a Bid for this Tender, Bidders must attend the **Mandatory Bidders' Meeting**. Failure to attend the Mandatory Bidders Meetings will result in disqualification of the Bidder.
- 15.3 If requested, the City will provide the company name and phone number of the attendees at the Mandatory Bidders Meeting, by posting an attendance list on the City's website.

16.0 Bid Security, Performance Bonding and Guarantees

- 16.1 Bid Security and Performance Bonding are not required for this Tender.

17.0 Form Of Contract

- 17.1 Any contract arising from this Invitation to Tender will use the CCDC 2 – 2008 Stipulated Price Contract (not bound in the tender documents) and the Supplementary Conditions included in the Tender Documents.

18.0 Ownership Of Tenders And Freedom Of Information

- 18.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Bidders that parts, or all, of their bids may be subject to the provisions of *British Columbia's Freedom of Information and Privacy Protection Act (FOIPPA)* and *Community Charter*. Bidders who wish to protect particular parts of their bids from disclosure under the FOIPP Act should specifically identify any information or records with their bids that constitute trade secrets and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information. The City, as owner of the documents submitted, retains the right to copy the documents.

End of Instructions to Bidder

1.0 PROJECT

Title: **Unit Heater Replacement Project**

Location: Engineering Operations, 901 First Street, New Westminster, BC

2.0 BIDDER

Name: _____
(Hereinafter referred to as the "Bidder")

Address: _____
(including postal code)

Contact Name: _____

Telephone No: _____

Facsimile No: _____

Email Address: _____

3.0 OWNER

The Owner is the City of New Westminster, 511 Royal Avenue, New Westminster, BC, V3L 1H9, hereinafter referred to as the "City".

4.0 OFFER

4.1 The Bidder, having examined the Bid Documents and having gained full knowledge of the scope, character and location of the work and having become familiar with the local conditions, hereby offers to the City to execute the Work for the above named project in accordance with the Bid Documents for the amount of:

_____ dollars

(\$ _____), the contract price, which price shall be subject to adjustments as may be provided in the Tender Documents. The contract price **excludes** the Goods and Services Tax (GST).

4.2 The Contractor acknowledges that the City may, prior to contract award, negotiate changes to the scope of work with the lowest qualified bidder to meet budgetary limitations without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.

5.0 CASH ALLOWANCE

- 5.1 The following Cash Allowances are to be included in the Offer amount shown in 4.1 above. Allowances may be increased or decreased, at the discretion of the Owner, and the Contract Price will be adjusted accordingly.
- 5.2 The Cash Allowance is **not** to include GST

Item	Description	Cash Allowance
5.2.1	Provide Hazardous Building Materials Assessment as described in this tender document.	\$ 4,000.00

6.0 ADJUSTMENTS TO CONTRACT PRICE

- 6.1 The Contractor further offers to carry out any changes to the work authorized by the City and to be compensated as provided in the General Conditions.

7.0 SCHEDULE

- 7.1 The Contractor offers to commence the Work and to achieve substantial performance of the Work in a manner acceptable to the City within _____ working days from the date of the Notice to Proceed.
- 7.2 Failure to commence or complete the Work within the time stated may result in cancellation of the contract and completion of the Work by others.

8.0 ADDENDA

- 8.1 Any addenda issued by the City shall become part of the Bid Documents.
- 8.2 The Contractor acknowledges receipt of the following addenda and confirms that the Bid has been prepared in accordance therewith:

<u>Addendum No.</u>	<u>Dated</u>	<u>No. of Pages</u>

9.0 SUBCONTRACTORS

9.1 The Contractor confirms that following is a list of all the subcontractors who will be employed for the Work. No other subcontractors will be employed unless prior written approval is received from the City.

<u>Name of Subcontractor</u>	<u>Item of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

10.0 COMPARABLE WORK EXPERIENCE REFERENCES

Note: Failure to complete this section may result in disqualification.

10.1 Bidders shall provide sources for three (3) comparable work experience references (companies for whom work of a similar nature was done in the past five (5) years, which may include the City of New Westminster).

- 1 Company Name: _____
Contact Person: _____ Phone: _____
Description of Work: _____
Project Date: _____ Approximate Value: _____
- 2 Company Name: _____
Contact Person: _____ Phone: _____
Description of Work: _____
Project Date: _____ Approximate Value: _____
- 3 Company Name: _____
Contact Person: _____ Phone: _____
Description of Work: _____
Project Date: _____ Approximate Value: _____

11.0 ACCEPTANCE

11.1 Acceptance of this offer by the City will be made by the issuance of a Letter of Award.

12.0 SIGNATURES

SIGNED, SEALED, AND DELIVERED by the Contractor:

(Contractor's Name)

(Legal Signing Authority)

(Corporate Seal)

(Print Name and Title)

(Date)

End of Bid Form

CITY OF NEW WESTMINSTER	SUPPLEMENTARY GENERAL CONDITIONS CCDC-2 2008
Revised August 1, 2013	Page 1 of 2

The Supplementary Conditions revise the General Conditions in the CCDC 2-2008 Stipulated Price Contract as follows:

ARTICLE A-5 PAYMENT

Paragraph 5.3 Interest –

Paragraph 5.3.1 (1) – Delete “.2%.” and substitute “.0%.”

Paragraph 5.3.1 (2) – Delete “.4%.” and substitute “.0%.”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS,

1.1.7.1 Between “the Agreement between the *Owner* and the *Contractor*” and “Definitions” –
Insert “Addenda”

PART 2 ADMINISTRATION OF THE CONTRACT

GC 4.2 CONTINGENCY ALLOWANCE

Delete in its entirety.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in its entirety.

GC 5.3 PROGRESS PAYMENT

5.3.2 Delete “10 calendar days” and substitute with “thirty (30) calendar days”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add

“6.2.3: The allowance for overhead and profit charged by the *Contractor* and subcontractors shall be as follows:

- .1 Cost of materials and labour plus 10% mark-up by the *Contractor* for changes in the work performed by the Contractor.
- .2 Cost of labour and materials plus 10% mark-up by the Contractor on changes in the work performed by the subcontractors.
- .3 Cost of labour and materials plus 10% mark-up by the subcontractors for changes in the work performed by the subcontractors.
- .4 The overhead and profit for changes in the work shall include supervision, administrative costs, small tools, miscellaneous materials, layout, additional bonding costs, and recording of the changes on the record drawings.

CITY OF NEW WESTMINSTER	SUPPLEMENTARY GENERAL CONDITIONS CCDC-2 2008
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PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1.1 *Delete in its entirety and replace with the following:*

- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *sub-consultants* and *special consultants* as identified by the *Owner* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of not less than twenty-four months following *Substantial Performance of the Work*.
- .4 In line 1, after “*Owner and the Consultant*” insert “, *sub-consultants and special consultants* as identified by the *Owner*,”

11.1.1.3 Delete in its entirety

11.1.1.5 Delete in its entirety

GC 11.2 CONTRACT SECURITY

11.2.2 *Delete in its entirety and replace with the following:*

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of the *Contract*. The form of Performance Bond shall be in accordance with the latest edition of the CCDC approved Performance Bond form. The Labour and Materials Payment Bond shall be a Broad Form bond, protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

CCDC 41 – CCDC INSURANCE REQUIREMENTS

Delete paragraphs 3 and 5

Schedule A – Prime Contractor Designation

This Schedule forms part of the agreement between the Corporation of the City of New Westminster (the “City”) and _____ (the “Contractor) respecting _____ (the “Agreement”).

1. DEFINITIONS

1.1 In this Prime Contractor Designation schedule:

- (a) “**Agreement**” means the agreement entered into between the City and the Contractor on [date] in relation to [description of services] for the Project;
- (b) “**Hazardous Materials Report**” means a report prepared by a qualified person in accordance with s. 20.112 of the *OH&S Regulation*;
- (c) “**Owner**” means the City, which is the owner of the Project;
- (d) “**Project**” means [description of project];
- (e) “**Project Manager**” means the City’s designate with responsibility to liaise with the Contractor for the purpose of managing, overseeing, coordinating or in any other way administering the Project

2. PRIME CONTRACTOR DESIGNATION

2.1 The Contractor agrees to assume the responsibilities of Prime Contractor for the Project, as set out in the *Workers Compensation Act* and the *OH&S Regulation*.

3. CONTRACTOR RESPONSIBILITIES AS PRIME CONTRACTOR

3.1 As Prime Contractor for the Project, the Contractor will:

- (a) ensure that the activities of employers, workers and other persons at the Project relating to occupational health and safety are coordinated; and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance at the Project with the *Workers Compensation Act* and the *OH&S Regulation*.

3.2 Without limiting the generality of the foregoing, the Contractor will:

- (a) prior to beginning demolition or construction work on the Project, meet with the Project Manager to review and complete the Pre-Job Meeting Form, to review and discuss the information in the City’s Known Hazards Form and the Contractor’s pre-work hazard identification documents, and to review and discuss the Hazardous Materials Report (if any);
- (b) conduct all necessary and appropriate inquiries of all relevant City staff and City records to ensure the Contractor is not missing any information from the City that is relevant to safety at the Project;
- (c) review, plan to address, and address all hazards identified in the City’s Known Hazards Form, the Contractor’s pre-work hazard identification documents, any Hazardous Materials Report, and any hazards or risk identified in the *Workers Compensation Act* or the *OH&S Regulation*;

- (d) maintain and make available the documents listed on the Pre-Job Meeting Form, as appropriate;
- (e) inform all other employers working on the Project that the Contractor is designated as the Prime Contractor for the Project;
- (f) establish and maintain a system or process that will ensure compliance with the *OH&S Regulation* when visitors (i.e. couriers, inspectors, suppliers, etc.) enter the Project, which shall include site orientation and hazard communication to such visitors by the Contractor or the Contractor's designate;
- (g) maintain a current list of persons that each employer at the Project has designated to be responsible for that employer's health and safety activities at the Project;
- (h) ensure appropriate first aid resources are available for workers at the Project at all times work is being performed, in accordance with and as required by the *OH&S Regulation*;
- (i) if required by the *OH&S Regulation*, submit a Notice of Project to WorkSafeBC in accordance with the *OH&S Regulation*, and comply with all requirements of the *OH&S Regulation* concerning the Notice of Project;
- (j) if required by the *OH&S Regulation*, the Contractor will appoint a Qualified Coordinator for the purpose of ensuring the coordination of health and safety activities for the Project, and the Contractor shall ensure that any Qualified Coordinator so appointed is qualified to perform the responsibilities of his or her position and carries out the roles and responsibilities of a Qualified Coordinator as set out in the *OH&S Regulation*;
- (k) provide the following information, in an always updated form, in a readily available location at the Project;
 - (i) the name of any Qualified Coordinator appointed to the Project;
 - (ii) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station; and
 - (iii) a set of construction procedures designed to protect the health and safety of workers at the Project, developed in accordance with the requirements of the *OH&S Regulation*;
- (l) immediately notify the City of the identity of any Qualified Coordinator appointed by the Contractor at the Project, from time to time.

4. HAZARDOUS MATERIALS

- 4.1 If during demolition or construction work on the Project the Contractor discovers or has reason to believe that there are hazardous materials at the Project that were not set out in any Hazardous Materials Report, the Contractor will;
- (a) immediately notify the Project Manager;
 - (b) take all reasonably appropriate measures to ensure the safety of workers at the Project; and
 - (c) take all reasonably appropriate measures to ensure the safety of the general public.
- 4.2 Upon notification by the Contractor of additional hazardous materials or suspected hazardous materials at the Project not set out in any Hazardous Materials Report, the City, in accordance with the *OH&S Regulation*, will obtain an updated Hazardous Materials Report, and will share such updated report with the Contractor. If the scope of

work of the Project is changed as a result of the updated Hazardous Materials Report, the Project Manager will meet with the Contractor to discuss how the Project may be completed in a safe and cost effective manner.

5. GENERAL

- 5.1 In the event of a conflict between the Agreement and the *Workers Compensation Act* or the *OH&S Regulation*, the legislative requirement(s) will apply.
- 5.2 If any part of this schedule is held to be unenforceable by a court or tribunal of competent jurisdiction, that part shall be severed and the remaining parts of this schedule shall remain in full force and effect.
- 5.3 If the Contractor violates any of the requirements of this schedule or of the *Workers Compensation Act* or the *OH&S Regulation*, the City may treat such violation as a breach of the Agreement resulting in possible termination or suspension of the Agreement and/or any other actions deemed appropriate at the discretion of the City.
- 5.4 No failure or delay by either party to this schedule in exercising any power, right or privilege provided in this schedule will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this schedule.
- 5.5 This schedule may be terminated in accordance with the terms of the Agreement.



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:

1.0 Summary Of Work

- 1.1 The Contractor shall provide all labour, materials, products, equipment, services, and incidentals required to complete the Contract Work as indicated in the Contract Documents and amendments.

2.0 Coordination

- 2.1 The Contractor shall coordinate and direct the execution of the work including directing the subcontractors.

3.0 Cutting and Patching

- 3.1 As it is necessary to carry out the Contract Work, areas of cutting, removal, or opening up of existing floors, walls, ceilings, or other existing site or building areas shall be fully restored to match the previously existing conditions or adjacent existing conditions in construction and finish. Obtain written approval from the structural engineer, retained and paid for by the Contractor, prior to cutting, coring, and/or drilling into building structural elements.

4.0 Submittals

4.1 Pre-Construction Submittals

- .1 The following submittals shall be provided by the Contractor for the City's review within seven (7) business days of award of the Contract:
- a) Construction Schedule;
 - b) Proof of Insurance;
 - c) Clearance Letter from WorkSafeBC;
 - d) Proof of a valid City of New Westminster or MetroWest Inter-Municipal Business License.

4.2 Shop Drawings & Samples

- .1 Shall be provided to the City Representative in a timely manner prior to ordering of the material and equipment.

4.3 Submittals For Substantial Performance

- .1 The following submittals shall be provided by the Contractor for the City Representative's review upon the Contractor's request for Certificate of Completion of the Contract:
- a) Final inspection certificates from the authorities having jurisdiction;
 - b) Deficiency list, complete with a cost estimate of the value of remaining deficiencies;
 - c) Record Set Drawings - one set of white print working drawings neatly marked up in red indicating any as-built conditions that vary from the original drawings;
 - d) Data Manuals - 2 copies, typed 8.5" x 11" format, submitted in 3 ring hard cover binders including the following:
 - i) List of Sub-trades;
 - ii) Shop drawings;
 - iii) Operation and maintenance information;
 - iv) Warranties.

5.0 Maintenance Manuals

5.1 At the time of application for Substantial Performance, provide the City with maintenance manuals as specified in the Contract Documents.

6.0 Utilities And Services

6.1 The City shall provide, at no cost to the Contractor for the related work, cold water, and electrical power.

6.2 The Contractor may use washrooms as designated by the City.

6.3 All other utilities and/or services required by the Contractor shall be the responsibility of the Contractor.

7.0 Security

7.1 The Contractor shall be responsible for the security of the job site building as related to the Work. Comply with all fire regulations during the period of construction. Leave no portion of existing buildings unlocked after public visiting hours at any time. Coordinate with the City as necessary. Except for designated public entrances, all doors will remain locked at all times.

7.2 The Contractor's employees are to wear photo identification (provided by the Contractor) at all times when in the work area inside the building.

8.0 Access

8.1 Coordinate with City staff prior to commencing work. Parking may be available on site.

9.0 Dangerous Materials

9.1 No gasoline or other dangerous materials shall be stored on the site.

9.2 The Contractor shall separate any dangerous or hazardous materials removed from the site and take to the appropriate recycling or disposal station(s).

10.0 Site Control And Organization

10.1 The Contractor shall at all times keep the site orderly and, as work allows, generally clean. Remove all trash and debris daily. Sweep clean all floor areas in, and adjacent to, the work area on a daily basis.

11.0 Site Meetings

11.1 The Contractor shall coordinate and attend regular site meetings at such intervals as may be deemed necessary for the purpose of coordinating and expediting the progress of the work.

11.2 An authorized representative of the City will attend these meetings, as and when required. The Contractor agrees to attend in person or send an authorized representative

to any such meetings that the City may call. The Contractor's subcontractors shall attend meetings as required to expedite the Work.

11.3 The City Representative shall record and distribute the minutes of any such meetings.

12.0 Pre-Construction Conference

12.1 The City shall advise the Contractor of the time and location of a pre-construction meeting that representatives of the Contractor and his trades shall attend prior to the start of any construction of this contract. The purpose of the meeting is to review site conditions, scheduling and other contractual items.

13.0 Rectify Damages

13.1 The Contractor shall make good any damage or spillage to adjacent buildings, areas, grounds, or vehicles at no cost to the City and leave the site in the same state as it was prior to commencement of the contract and to the satisfaction of the City. The Contractor shall perform all work in a manner that ensures the minimum interference with normal use of public spaces and facilities.

14.0 Rejected Work

14.1 Defective work whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be removed from the site by the Contractor and replaced and/or re-examined promptly in accordance with the Contract Documents, all at the Contractor's expense.

15.0 Quality Of Work

15.1 Workmanship shall be of the highest quality. When not specified elsewhere, the Contractor shall perform work in accordance with recognized trade standards and according to product manufacturer's recommendations.

16.0 Temporary Supports

16.1 The Contractor shall be responsible for all temporary supports, bracing, or similar structural work as may be required during the carrying out of the Contract Work.

17.0 Consultation With Owner

17.1 The Contractor shall contact the City immediately:

- .1 For clarification regarding the Contract Work for information in addition to what is provided in the Contract Documents;
- .2 If any conflicts or inaccuracies are discovered in the Contract Documents;
- .3 If any site conditions become apparent that require revisions to the project design and Contract Documents.
- .4 For coordination and approval of shutdowns of entire building systems, the City prohibits any shutdown of entire building systems during normal working hours.

18.0 Protection Of The Public And Others

- 18.1 The Contractor shall take adequate measures to protect the public, City of New Westminster staff, and others on site from injury, damage, or other loss resulting from construction and related activities. Included within the Contractor's work are hoarding, signage, and similar items appropriate for construction conditions and the progress of the job. The City shall have complete jurisdiction over entry of Contractor's workers and vehicle access to site and existing buildings. The Contractor shall make building access arrangements in consultation with applicable staff.
- 18.2 The Contractor will be required to meet with the City's Representative on site to review and accept responsibilities as identified in the City's Prime Contractor Designation, Risk Assessment, and Pre-Job Meeting forms.

19.0 Hours Of Work

- 19.1 The Contractor shall carry out all work from 7:30 am through 5:00 pm, Monday through Friday.
- 19.2 The Contractor shall coordinate schedule with the applicable City staff. City staff must approve the schedule prior to the commencement of work. **No workers can be on site outside of pre-approved hours.**

20.0 Contractor Closeout

20.1 Final Accounting

- .1 Final statement of account - submit to Owner reflecting all adjustments and the following:
- a) Original Contract Sum;
 - b) Additions and deductions resulting from:
 - i) Change Orders;
 - ii) Unit Prices;
 - iii) Other adjustments;
 - iv) Deductions for uncorrected work;
 - c) Total Contract sum as adjusted;
 - d) Previous payments;
 - e) Sum remaining due.
- .2 The City retains the right to obtain proof of payment, in the form of a signed and sealed CCDC 9A-2001 Statutory Declaration, of all sub-trades and material suppliers from the Contractor prior to making final payment.

20.2 Project Closeout

- .1 Flush clear all drains affected by the work;
- .2 Clean site of materials and debris created by the Construction;
- .3 Provide City Representative with all Warranty and Bond Certificates with:
 - a) The proper name and address of the Owner and of the Project;
 - b) The date the warranty commences, which corresponds to the date of Substantial Performance;
 - c) A clear statement of what is being warranted as referenced in the Specifications;

- d) The signature and seal of the company issuing the warranty, countersigned by the Contractor;
- .4 Attend a final walk-through with the City Representative to identify any final deficiencies;
- .5 Make good all known deficiencies in the work and notify the City Representative of readiness for final inspection only after completion of these items;
- .6 The City Representative will review completion of deficiencies during one review only. Additional reviews required to check un-rectified deficiencies or incomplete work will be back-charged by the Owner on the Contractor's progress payments and paid from those funds.

21.0 Special Instructions

- 21.1 The City does not permit smoking in or on the premises at any time.

22.0 Waste Management

- 22.1 The Contractor shall remove all waste from the site within forty-eight (48) hours after demolition.
- 22.2 The waste bins shall be located in an area that does not interfere with the normal operations of the building.
- 22.3 The City does not permit the use of existing on site waste receptacles by the Contractor.
- 22.4 Unless otherwise specified, all materials removed become the property of the Contractor, and must be disposed of in conformance with municipal, provincial, federal and WorkSafe BC requirements.
- 22.5 Separate recyclable and toxic waste materials from the waste stream. Deliver to a local waste management facility.

End of General Requirements